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26 Jan. 1735

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*Enable Theodore William Inge, Esquire,
to make Building-Leases of Part of
his Settled Estate, situate in or near
Birmingham, in the County of War-
wick.*



*Whereas by Indenture quadrupartite, bearing Date the
Nineteenth Day of December One thousand Seven
hundred and Thirty-five, and made, or mentioned to
be made, between Theodore William Inge, of Thorpe-
Constantine, in the County of Stafford, Esquire, of the First Part;
Dame Frances Wrottesley, Widow, and Relict of Sir John Wrot-
tesley, late of Wrottesley, in the said County of Stafford, Baronet,*

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and

and *Henrietta Wrottesley*, Spinster, Third Daughter of the said Dame *Frances*, by the said Sir *John Wrottesley*, her said late Husband, of the Second Part; the Reverend *William Ward*, of *Sedgeley*, in the said County of *Stafford*, Clerk, and *James Falconer*, of the City of *Chester*, Esquire, of the Third Part; and the Right Honourable *John Lord Ward*, by his then Name of *John Ward*, of *Sedgeley* aforesaid, Esquire, and the Reverend *Richard Inge*, of *Netherjole*, in the County of *Leicester*, Clerk, of the Fourth Part; and by other Assurance in the Law; in Consideration of a Marriage then intended, and which soon after took Effect, and was solemnized, between the said *Theodore William Inge* and *Henrietta Wrottesley*, now *Henrietta Inge*, and of the Portion or Fortune of the said *Henrietta* therein mentioned, and for other Considerations in the said Indenture quadrupartite expressed; All those Messuages, Houses, Cottages, or Tenements, Closes, Meadows, Leasows, Pieces and Parcels of Land, Arable, Meadow, and Pasture, situate, standing, lying, and being, in *Aston juxta Birmingham*, otherwise *Birmingham-Aston*, and in the Parishes of *Saint Philip* and *Saint Martin*, in *Birmingham*, in the County of *Warwick* aforesaid, or in all or any of them, then or late in the several Tenures or Occupations of *John Twigg*, *John Hawkesford*, *Abraham Pemberton*, *Simon Harris*, *John Tankes*, *Thomas Newcombe*, *William Cotterell*, *Humphrey Auster*, *Thomas Carrington*, *John Wood*, *John Wilkes*, *John Pursloe*, *Edward Underhill*, *John Heeley*, *Samuel Gower*, *William Kent*, *William Bridgens*, *Joseph Turner*, *Abraham Hill*, *John Blun*, *Jonathan Tembe*, *Thomas Lloyd*, *John Pitt*, *Joseph Cotterell*, *Joseph Careless*, *Isaac Geast*, *John Greenwood*, *John Hare*, *William Kettle*, *Mary Hadley*, *Robert Dixon*, *William Turton*, or some of them, their or some of their Assigns or Under-tenants, by whatsoever Name or Names the same were called, known, or distinguished; And also All other the Messuages, Houses, or Tenements, Closes, Meadows, Leasows, Pieces and Parcels of Land, Arable, Meadow, and Pasture, whatsoever, of him the said *Theodore William Inge*, in *Aston juxta Birmingham* aforesaid, in the said County of *Warwick* with their, and every of their Appurtenances, by whatsoever Name or Names, Boundaries, or Descriptions, the same were called, known, or distinguished; and all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Backsides, Courts, Streets, Ways, Waters, Watercourses, Easements, Commons, Commodities, Privileges, Advantages, Emoluments, Hereditaments,

reditaments, and Appurtenances whatsoever, to the said Messuages, Houses, Lands, Tenements, Closes, Meadows, Leasows, and Premises, belonging, or in any-wise appertaining, or accepted, reputed, deemed, taken, or known, as Part, Parcel, or Member thereof, or of any Part or Parcel thereof, or therewith, or with any Part or Parcel thereof, usually sett, let, used, held, occupied, possessed, or enjoyed; and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits, of all and singular the said Premises; **Where** (amongst other Lands and Hereditaments therein mentioned and described) settled, limited, and assured, **To the Use** of the said *Theodore William Inge*, for his Life, without Impeachment of Waste, and with full Power to commit Waste: Remainder **To the Use** of the said *William Ward* and *James Falconer*, and their Heirs, during the Life of the said *Theodore William Inge*, **In Trust**, to preserve the contingent Remainders; and after the Decease of the said *Theodore William Inge*, **To the Use** of the said *Henrietta Wrottesley*, now *Henrietta Inge*, for her Life, for her Jointure, and in Bar of her Dower; and from and after the Decease of the Survivor of them the said *Theodore William Inge* and *Henrietta Wrottesley*, **To the Use** of the said *John Ward* and *Richard Inge*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste, **In Trust**, for raising Portions and Maintenance for the Daughters and younger Sons of the said intended Marriage, in such Manner, and to be paid at such Times, as is therein mentioned; and after the Determination of the said Term of Five hundred Years, **To the Use** of the First and every other Son of the Body of the said *Theodore William Inge*, on the Body of the said *Henrietta Wrottesley* to be begotten, successively, in Tail Male; and for Default of such Issue, **To the Use** of the said *Theodore William Inge*, his Heirs and Assigns for ever: In which said Settlement is contained a Power for the said *Theodore William Inge* to demise or lease all or any of the said Messuages, Cottages, Lands, Tenements, or Hereditaments, in *Aston juxta Birmingham*, otherwise *Birmingham-Aston*, and in the said Parishes of *Saint Philip* and *Saint Martin*, in *Birmingham* aforesaid, to any Person or Persons, for any Term or Number of Years, not exceeding Twenty-one Years, in Possession, but not in Reversion, or by way of future Interest; so as, upon every such Demise or Lease, there should be reserved such, or as great, yearly Rent or Rents respectively,

as were then reserved, or payable, for such Part or Parts of the Premises as were then in Lease, or proportionably thereto; and so as the Lessee or Lessees, to whom such Lease or Leases should be made, should seal and deliver Counterparts thereof:

And whereas the said *Theodore William Inge* hath Issue by the said *Henrietta* his Wife, *William Inge* his only Son, and Two Daughters, named *Frances Inge*, and *Henrietta Inge*, all Infants under the Age of Twenty-one Years:

And whereas great Part of the Estate in *Aston juxta Birmingham*, otherwise *Birmingham-Aston*, and in the Parishes of *Saint Philip* and *Saint Martin*, in *Birmingham* afore said, consists of old Houses out of Repair, and of Ground convenient for building new Houses upon; and being situate in a Place where the Buildings and Inhabitants have of late Years greatly increased, there is now a fair Prospect and Opportunity, by granting Building-Leases, of making a considerable Improvement of the said Estate, and increasing the yearly Income thereof, for the Benefit of the said *Theodore William Inge*, and *Henrietta* his Wife, and their Issue, claiming under the said Settlement; **But**, by reason of the Limitations contained in the said Marriage-Settlement, and the Infancy of the said *William Inge*, no Lease can be made of any Part of the said Lands and Grounds, lying and being in or near *Birmingham* afore said, so as to give Encouragement to any Person to build upon and improve the same, without the Aid of an Act of Parliament:

Therefore Your Majesty's most Dutiful and Loyal Subjects the said *Theodore William Inge*, and *Henrietta Inge* his Wife, for themselves, and on the behalf of the said *William Inge* their Infant Son,

Do most humbly beseech Your Most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's Most Excellent MAJESTY, by and with the Advice

vice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Theodore William Inge*, at any time or times hereafter during his Life, by Indenture or Indentures under his Hand and Seal, to demise, lease, or grant, all, or any Part or Parts of, the Messuages, Houses, Cottages, Closets, Pieces or Parcels of Land and Ground, Tenements, and Hereditaments, herein before-mentioned to be situate, lying, and being in *Aston juxta Birmingham*, otherwise *Birmingham Aston*, and in the Parishes of *Saint Philip* and *Saint Martin*, in *Birmingham*, in the said County of *Warwick*, unto any Person or Persons, who shall be willing to build upon, rebuild, or substantially repair the same respectively, for any Term or Number of Years, not exceeding One hundred Years, to take Effect, either in Possession, or immediately after the Determination of the present subsisting Leases thereof, respectively: So as such Grant or Lease be made in order for the Premises to be built upon, rebuilt, or otherwise lastingly repaired and improved, respectively: And so as, in every such Lease or Leases so to be made, there be reserved and made payable quarterly, or half-yearly, during the Continuance of the Terms thereby to be granted, the best and most improved yearly Ground-Rent or Rents, that, at the time of the making such Leases respectively, can be reasonably had or gotten for the same, without taking any Sum of Money, or other thing, by way of Fine, Income, or Fore-gift: And so as the respective Lessees, to whom such Leases shall be made, execute Counterparts thereof, and enter into proper Covenants, to build, and keep in Repair, the Messuages, Erections, and Buildings, intended and agreed to be new-built and erected, upon the Ground and Premises thereby to be leased respectively; and also substantially to repair and improve the other Messuages and Buildings now built, and agreed and intended to be repaired only, and to leave, surrender, and yield up, the same Houses and Buildings respectively, in good and sufficient Repair, at the End of the Term or Terms in such Leases respectively to be granted: And so as, in every such Lease or Leases, there be contained proper Conditions of Re-entry for Non-payment of the Rent or Rents thereby respectively to be reserved; and such other Clauses, Conditions, Provisoos, Covenants, and Agreements, as are usual and requisite in Cases of the like Nature.

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And

And it is hereby further Enacted and Declared, by the Authority aforesaid, That all and every Lease and Leases, so to be made of the Premises, by virtue of, and in pursuance, of this Act, shall be as good, valid, binding, and effectual, in the Law, to all Intents and Purposes, as if the said *Theodore William Inge* was seised of the Premises in and by such Leases respectively to be granted and demised, in Fee-simple, in Possession.

Provided nevertheless, and it is hereby Enacted and Declared, That the Rent or Rents to be reserved on every such Lease and Leases, to be made in pursuance of this Act, shall belong, and go and enure, unto and for the Benefit of the Person or Persons, who, for the Time being, by virtue of the Limitations contained in the said recited Marriage-Settlement, shall be intitled to receive the same; any thing herein contained to the contrary thereof in any-wise notwithstanding.

Saving always to the KING's Most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *Theodore William Inge*, and *Henrietta Inge* his Wife, and the said *William Inge* the Infant, and the Heirs Male of his Body to be begotten, and all and every other Son and Sons of the Body of the said *Theodore William Inge*, on the Body of the said *Henrietta* his Wife begotten, or to be begotten, and the Heirs Male of the respective Bodies of such Sons, and the several Trustees in the said recited Settlement named, as well for preserving the contingent Remainders, as for executing the Trusts of the said Term of Five hundred Years, and their respective Heirs, Executors, and Administrators, and the Heirs and Assigns of the said *Theodore William Inge*, and all and every other Person or Persons claiming, or to claim, by virtue of, or under, the said Settlement herein before-recited, any Estate, Right, Title, or Interest, of, in, to, or out of, the Messuages, Cottages, or Tenements, Lands, Grounds, Hereditaments, and Premises.

Premises, to be comprised in any Lease or Leases to be made in pursuance of this Act), All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Premises so to be leased, as aforesaid, or any Part thereof, as they, every or any of them, had before the making this present Act, or could or might have had, held, or enjoyed, in case the same had never been made.

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Enable Theodore William Inge,
Esquire, to make Building-Leases
of Part of his Settled Estate, sit-
uate in or near Birmingham, in the
County of Warwick.